



Specialty Services Private  
 Ordering  
 Liquor Control Board of Ontario  
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 Canada



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### Supplier Agreement and Appointment of Agent Consignment Warehouse Program

To: Liquor Control Board of Ontario ("LCBO")

SUPPLIER	
Name: SAS DOMAINE AFGROS	Telephone: 0033 380226185
Address: 5, GRANDE RUE - 21630 REMUARD	Fax: 0033 380240316
Email: af-gros@wanadoo.fr	

AGENT	
Name: LIFFORD WINES & SPIRITS	Telephone: 416 440 4101
Address: 471, JARVIS STREET, TORONTO ON M4Y 2G8	

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Supplier agrees with the LCBO as follows:

- The Supplier appoints the Agent as its sole representative in the Province of Ontario to solicit orders through the LCBO's Consignment Program for the liquor products identified on the Supplier Confirmation of Products submitted to the LCBO (the form of which is attached). The LCBO may rely on the appointment until the LCBO receives written notice to the contrary signed by the Supplier. Written notice must be provided by mail or fax to the LCBO at the address or fax number set out above.
- Where the LCBO provides the Supplier with written notice that the Agent is no longer eligible to participate in the Program or the Supplier provides the LCBO with written notice that the Agent is no longer entitled to act as the Supplier's Agent, for the purposes of the Program, the Supplier shall designate in writing another person or entity as its candidate as an Agent. Written notice must be provided by mail or fax to the LCBO at the address or fax number set out above. The LCBO is not under any obligation to accept any candidate as an agent. With respect to the LCBO's determination of whether a candidate is acceptable to the LCBO, the LCBO shall consider its Program requirements for admission by agents.
  - If, within 15 days after such notice is given, another agent who is acceptable to the LCBO is not appointed by the Supplier, the Supplier shall be unable to appoint a replacement agent for the Program. If the Supplier notifies the LCBO in writing that the Agent is no longer authorized to act as its agent, the Agent will not have any access to Products except those which are subject to an LCBO customer invoice at or prior to the date on which the LCBO is so advised in writing.
- The Supplier directs that the LCBO cost payable for any liquor of the Supplier ordered under the Program not sold within the allowable maximum storage time set out in the Program Guidelines (as calculated from the date such liquor is available for sale at the LCBO Private Ordering Department or other premises designated by the LCBO) shall be reduced in price by 25%. The LCBO shall pay the Supplier, or if the Supplier directs and the Agent accepts, shall pay the Agent the reduced price and may offer the liquor for sale.
- Where any liquor ordered by the LCBO under the Program, has become, in the reasonable opinion of the LCBO defective or have otherwise become unfit for sale while stored by the LCBO, the Supplier agrees to pay all costs and expenses of the LCBO for the destruction of such liquor where (i) the Agent or Supplier has directed the LCBO to destroy such liquor; or (ii) the Supplier has not responded to notice by the LCBO of the potential defectiveness or unfitness of any liquor stored within fifteen (15) days of such notice and the LCBO in its discretion destroys such liquor. The LCBO shall be entitled to set off any outstanding amounts owing for the destruction of liquor against any other amounts it may owe the Supplier.
- The Supplier agrees to comply with the terms and conditions of each purchase order issued by the LCBO.
- The Supplier acknowledges having received copies of the Consignment Program Agreement between the Agent (or the form of such Agreement) and the LCBO and the Program Guidelines and has read and understood the terms and conditions set out in those documents.
- This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Supplier hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of legal proceedings arising out of the subject-matter of this Agreement.
- This Agreement shall become effective upon receipt of an executed copy of same by the LCBO.

Dated: 07/07/2014
Supplier Name: (Type or print clearly) Anne-Françoise PARENT-GROS
By: (sign here) 
Name and Title of Signing Officer
<b>I have authority to bind the Supplier</b>